

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ROSENDO DIAZ, Individually and On
Behalf of All Other Similarly Situated,

Plaintiff,

V.

RIO GRANDE MEXICAN
RESTAURANTS, INC.; RAFAELA
RIVERA and MICHAEL RIVERA

Defendants.

CIVIL ACTION NO.: 4:12-cv-00075

JURY DEMANDED

JOINT MOTION FOR APPROVAL OF SETTLEMENT

COMES NOW Plaintiff Rosendo Diaz and Defendants Rio Grande Mexican Restaurants, Inc., Rafaela Rivera, and Michael Rivera (collectively, “Defendants”) and file this Joint Motion for Approval of Settlement, seeking an order approving settlement in this case and respectfully show the Court the following:

1. Plaintiff Diaz filed this action on or about January 9, 2012, seeking alleged unpaid wages under the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. § 201, *et seq.* Specifically, Plaintiff sought unpaid wages, unpaid overtime wages, liquidated damages, and attorneys’ fees and costs. Since then, no other persons have opted into this suit.

2. The Parties have reached a resolution of this matter and entered into a confidential settlement agreement (a copy of which is filed contemporaneously, but separately under seal). The FLSA requires either the Court or the United States Department of Labor to approve the

settlement of an individual's FLSA claims in order for the settlement to be valid. 29 U.S.C. § 216(c).

3. The Parties agree that the settlement agreement is in the best interest of Plaintiff because it enables Plaintiff Diaz to recover a certain amount of damages without the necessity or delay of trial and possible appeals, and a fixed amount attributable to attorneys' fees incurred by Plaintiff Diaz. In exchange for this payment, Plaintiff Diaz will agree, *inter alia*, to release Defendants and all related or affiliated entities from any and all claims he may have against them related to the payment or nonpayment of wages under federal or state law and any other claims arising out or related to Diaz's employment with Defendants. The settlement has been approved by Plaintiff, having had a reasonable period of time in which to consider the settlement agreement, having entered into the settlement agreement voluntarily and knowingly, and having understood fully the meaning and effect of her actions in executing the settlement agreement.

4. The settlement agreement constitutes fair and equitable compensation for Plaintiff's alleged unpaid wages and was reached to settle and resolve *bona fide* disputes between the Parties.

WHEREFORE, the parties respectfully request that the Court approve the Settlement Agreement.

Respectfully submitted,

/s/ Francisco Caycedo
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CERTIFICATE OF SERVICE

A true and correct copy of the foregoing was served on all parties via the Court's electronic filing system on June 14, 2012.

/s/ Francisco J. Caycedo

Francisco J. Caycedo